

SOLICITATION, OFFER, AND AWARD				1. Caption <div style="text-align: center;">NIF-LAPD CONTRACTOR</div>		Page of Pages <div style="display: flex; justify-content: space-between;"><div>1</div><div>58</div></div>	
2. Contract Number		3. Solicitation Number <div style="text-align: center;">DCEB-2007-R-0008</div>		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued <div style="text-align: center;">March 6, 2007</div>	
				6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside			
7. Issued By: Office of Contracting and Procurement Group V 441 4th Street, NW, Suite 700 South Washington, DC 20001				8. Address Offer to: Office of Contracting and Procurement (address in Block 7)			
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"							
SOLICITATION							
9. Sealed offers in original and <u>9</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the							
bid counter located at <u>441 4th Street, NW, Suite 703 South, Bid Counter, Washington DC</u> until <u>2:00 P.M.</u> local time <u>March 23, 2007</u>							
(Hour) (Date)							
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.							
10. For Information Contact		A. Name <div style="text-align: center;">Darlene Harkins</div>		B. Telephone <div style="display: flex; justify-content: space-between;"> <div>(Area Code) 202</div> <div>(Number) 724-4237</div> <div>(Ext)</div> </div>		C. E-mail Address <div style="text-align: center;">Darlene.Harkins@dc.gov</div>	
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OFFER							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>180</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment		10 Calendar days %		20 Calendar days %		30 Calendar days %	
		_____ Calendar days %					
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):				Amendment Number		Date	
15A. Name and Address of Offeror				16. Name and Title of Person Authorized to Sign Offer/Contract			
15B. Telephone <div style="display: flex; justify-content: space-between;"> <div>(Area Code)</div> <div>(Number)</div> <div>(Ext)</div> </div>				15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>		17. Signature	
						18. Offer Date	
AWARD (TO BE COMPLETED BY GOVERNMENT)							
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation		
22. Name of Contracting Officer (Type or Print)			23. Signature of Contracting Officer (District of Columbia)			24. Award Date	



SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 The Government of the District of Columbia on behalf of the Office of the Deputy Mayor for Planning and Economic Development (ODMPED), “the District,” is seeking a financial institution to serve as a Contractor to manage the Land Acquisition and Predevelopment Loan Fund (“LAPD”) under the Neighborhood Investment Fund (NIF) program. The Contractor shall market the LAPD; underwrite and originate LAPD Loan applications; recommend applications for funding; offer matching loans to selected Borrowers; monitor loans; and coordinate repayment of loans. The purpose of the LAPD Fund is to provide low interest loans for land acquisition or predevelopment activities to non-profit and LSDBE (defined in C.1.2) organizations for the development of affordable housing, mixed-use, and community facilities in twelve NIF target areas in accordance with specific terms and conditions set forth in Section C, Scope of Work.

B.2 The term of the contract shall be for a period of three (3) years from date of award with two one year options. The District contemplates award of a single contract.

B.3 PRICE SCHEDULE – FIRM FIXED PRICE

B.3.1.1 Base Period of Performance

0001	LAPD Loan Fund Management Fee (includes all services and deliverables outlined in Sections C and F)	Monthly	36	\$ _____	\$ _____

B.3.1.2 Option Year One

0002	LAPD Loan Fund Management Fee (includes all services and deliverables outlined in Sections C and F)	Monthly	12	\$ _____	\$ _____

B.3.1.3 Option Year Two

0003	LAPD Loan Fund Management Fee (includes all services and deliverables outlined in Sections C and F)	Monthly	12	\$ _____	\$ _____

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The Government of the District of Columbia on behalf of the Office of the Deputy Mayor for Planning and Economic Development (“ODMPED”) is seeking a financial institution to serve as a Contractor to manage the Land Acquisition and Predevelopment Loan Fund (“LAPD”) under the Neighborhood Investment Fund (NIF) program. The Contractor shall market the LAPD; underwrite and originate LAPD Loan applications; recommend applications for funding; offer matching loans to selected Borrowers; monitor loans; and coordinate repayment of loans. The purpose of the LAPD Fund is to provide low interest loans for land acquisition or predevelopment activities to non-profit and LSDBE (defined in Section C.1.2) organizations for the development of affordable housing, mixed-use, and community facilities in twelve Neighborhood Investment Fund (NIF) target areas in accordance with specific terms and conditions set forth below.

C.1.1 APPLICABLE DOCUMENTS

The following Applicable Documents are incorporated into the Contract by this reference. The Contractor shall comply with the most recent versions and future revisions to all applicable Federal and District of Columbia laws, court orders, regulations, and guidelines related to the delivery of the contract requirements. The Contractor in providing services under this contract shall comply with the following Applicable Documents:

Document #	Type of Document	Title	Version
1	DC Law	D.C. Law 15-131: Neighborhood Investment Act of 2004, as amended	Most Recent
2	DC Law	R16-596: Neighborhood Investment Act Spending Plan for Fiscal Year 2006 Resolution of 2006	Most Recent
3	DC Law	R16-0955: Neighborhood Investment Act Spending Plan for Fiscal Year 2007, Emergency Approval Resolution of 2006	Most Recent

C.1.2 DEFINITIONS/ACRONYMS

Term	Definition
<i>Applicant:</i>	An eligible organization that has applied for a loan from the LAPD
<i>Application:</i>	Package of documents required to be submitted by the Applicant as part of the response to the Request for Application
<i>Borrower:</i>	An Applicant selected through the RFA process to receive a LAPD loan
<i>Contract:</i>	The contract between the District of Columbia and the selected Contractor
<i>COTR:</i>	Contracting Officer's Technical Representative (see G9.1)
<i>Contractor:</i>	The entity selected through this LAPD Fund Manager Request for Proposals to perform the services described herein
<i>Council:</i>	The Council of the District of Columbia
<i>DMPED:</i>	Deputy Mayor for Planning and Economic Development
<i>Matching Loan</i>	Separate matching loan offered by the Contractor in an amount at least equal to the District's LAPD loan.
<i>Matching Loan Proposal</i>	The proposed structure, terms, and conditions of the Contractor's Matching Loan
<i>NIA:</i>	Neighborhood Investment Act of 2004, as amended
<i>NIF:</i>	Neighborhood Investment Fund
<i>NOFA:</i>	Notice of Funding Availability
<i>Non-Profit:</i>	An incorporated organization chartered for other than profit making activities and with a 501 (c)(3) tax status
<i>Offeror</i>	An entity that responds to this LAPD Fund Manager Request for Proposals

<i>OMDPED:</i>	Office of the Deputy Mayor for Planning and Economic Development
<i>LAPD:</i>	Land Acquisition and Predevelopment Loan Fund
<i>Predevelopment Expenses:</i>	As stated in the Attachment J.1.2
<i>RFA:</i>	Request for Applications
<i>3rd Party Lender:</i>	A lender that a Borrower uses to obtain permanent, construction, or land acquisition financing to complete the proposed project and repay the LAPD Loan

C.2 BACKGROUND

The District of Columbia's OMDPED is charged with implementing the Neighborhood Investment Act ("NIA"). The NIA created a non-lapsing, revolving fund outside of the General Fund, called the Neighborhood Investment Fund (NIF). The NIF is funded through an annual appropriation of 15% of the personal property tax revenues, not to exceed \$10 million. The NIA mandates that the Mayor prepare and submit to the Council an annual spending plan for how the NIF will be utilized in the 12 neighborhood target areas designated in the NIA. (See Target Area Map and Boundary in Attachments J.1.3).

- C.2.1 The FY 2006 spending plan (R16-596) and the FY2007 spending plan (R16-0955) included created and provided funding for the LAPD. The LAPD fund is capitalized by a one-time investment of \$6.9 million dollars from the NIF. There are two types of loans available under the LAPD: a Land Acquisition Loan and a Predevelopment Loan. The LAPD program provide loans for predevelopment expenses further detailed in the terms, conditions, and eligibility criteria in Attachment J.1.2.

C.3 REQUIREMENTS

ODMPED is seeking a Contractor to market the LAPD; underwrite and originate LAPD Loan applications; recommend applications for funding; offer matching loans to selected Borrowers; monitor loans; and coordinate repayment of loans.

The objectives of the LAPD under the NIF program are to: leverage public and private financial resources; assist entities which are already actively funding affordable housing, mixed-use and community-based facility development in the target areas; assist nonprofit and LSDBE developers to compete in the current real estate market for the rapidly diminishing stock of affordable housing and land suitable for NIF eligible projects; provide a streamlined process to administer the application, review and approval of eligible projects.

The Contractor, as the fund Contractor, shall provide the following specific services:

- C.3.1** The Contractor and all staff assigned to work on the Contract shall participate in a kick-off meeting to discuss the following: scope of work and deliverables of the Contract; LAPD NOFA and RFA process, requirements, and timeline. The Kick-Off Meeting shall occur within 5 days of the Contract award. The COTR shall arrange the date, time, and location of the meeting with the Contractor
- C.3.2. Market and Publicize the LAPD.**
- C.3.2.1** The Contractor shall market and publicize the LAPD program in order to ensure that a broad audience is notified of the program and of funding opportunities. While the District will also use its resources to promote the program, the Contractor shall lead these efforts.
- C.3.2.2** The Contractor shall develop a Marketing Plan (“the Plan”) that includes a detailed description of the strategies, tools, and resources it will use to market the LAPD and the corresponding dates for implementing the Plan. The Contractor shall consider the rolling application deadline for the LAPD loan when developing the marketing plan.
- C.3.2.3** The Marketing Plan is due to the Contracting Officer’s Technical Representative (the “COTR”) for review and approval 5 days after the Kick-Off Meeting. .
- C.3.2.4** Entities responding to this Request for Proposals (“Offerors”) are required to submit a draft Marketing Plan with their response to this solicitation (L.22.1.3.2.1.c). The draft Plan shall include a tentative list of the strategies, tools, and resources it will use to market the LAPD and implementation timeline.
- C.3.2.5** The Contractor shall implement the Marketing Plan approved by the COTR (C.3.2.3). ODMPED reserves the right to request verification of marketing activities from the Contractor on as needed basis.
- C.3.3 Assist the ODMPED in the Release of the NOFA and RFA**
- C.3.3.1** The Contractor shall provide to the COTR its loan application requirements and standard documents so that they may be included in the Request for Applications (RFA) to be released jointly by the OMDPED and the Contractor. The list of requirements and documents are to be submitted to the COTR at the Kick-Off Meeting. The ODMPED, with the permission of the Contractor, may elect to use the Contractor’s standard loan application as part of the RFA packet.
- C.3.3.2** The ODMPED will prepare the NOFA and RFA documents for the LAPD program and provide them to the Contractor for review. The Contractor shall provide written comments to the COTR on the draft NOFA and RFA no later than 5 days after receiving the documents from the COTR. A copy of the final NOFA and RFA shall be forwarded to the Contractor prior to its public release.

- C.3.3.2.1 The RFA is rolling and will be open for a maximum of one year or until all available funds are committed, whichever is first. ODMPED will receive applications on a rolling basis and will submit them to the Contractor for review per C.3.5 and C.3.6 below.
- C.3.3.3 The Contractor shall participate in an initial pre-bid conference and/or technical assistance workshop held within two weeks of the release of the RFA. Technical assistance shall be provided to applicants by the Contractor on an as needed basis per C.3.3.6 below.
- C.3.3.4 The Contractor shall designate at least one staff person as the point of contact for the RFA and that person's contact information shall be stated in the RFA.
- C.3.3.5 The contact person designated by the Contractor shall respond to any phone, fax, and email inquiries received from interested Applicants. This person shall keep a log of all inquiries including the party's name, method of inquiry, subject of inquiry, date and time of inquiry, date of Contractor's response, and details of any follow up required by the Contractor. The log shall be kept in the Contractor's permanent file for this Contract.
- C.3.3.6 Responses to the RFA shall be physically received by the District. The COTR shall provide the Contractor with two copies of each Application within 5 days of receipt. Applications will be continuously received by the District and transferred to the Contractor for a period of one year after the RFA release or until all of the funds have been committed, whichever is first.
- C.3.4 Develop a Standard Application Review & Underwriting Procedure.**
- C.3.4.1 The Contractor shall establish a standard application review and underwriting procedure, including review structure, staff, staff responsibilities, underwriting and evaluation criteria. The Contractor may use its standard underwriting criteria, policies and practices; however the review procedure must ensure compliance with LAPD eligibility requirements, rules, and guidelines (see Attachments J.1.2). The review shall at a minimum establish completeness of the Application and compliance with LAPD rules, guidelines, and loan eligibility requirements. The procedure must also include a recommendation to determine whether the proposed project should be funded by the LAPD (Underwriting Summary and Recommendation Report, C.3.6.1). The Contractor shall submit the review procedure to the COTR for review and approval within 30 days of receiving the final NOFA, RFA from the District.
- C.3.5 Review & Underwrite LAPD Applications**
- C.3.5.1 Upon receipt of the LAPD applications from the COTR, the Contractor shall underwrite the loan applications according to the Application Review & Underwriting Procedure developed in C.3.4.
- C.3.5.2 The Contractor shall only review Applications submitted in response to the LAPD Request for Applications.

C.3.5.3 The Contractor shall limit those participating in the underwriting of LAPD Loan Applications to professional staff employed by the Contractor.

C.3.6 Recommend projects for funding and coordinate loan document execution

C.3.6.1 The Contractor shall submit an Underwriting Summary and Recommendation Report for each application to the COTR no later than 30 days after receipt of the application. The summary shall at a minimum include the project description, project location, budget and a final recommendation on funding.

C.3.6.2 ODMPED will approve the funding recommendation for each application, or provide an alternative recommendation as stated in Section C.3.6.8, in writing within 2 business days of receiving the Underwriting Summary and Recommendation Report from the Contractor; or ODMPED shall inform the Contractor of any reasons for a delayed response. Loans can not be made under the LAPD program without the written approval of ODMPED.

C.3.6.3 The Contractor shall provide all Applicants with a notification letter regarding the outcome of the application within 10 days of receiving a written response from ODMPED. A copy of the notification letter shall be kept in the LAPD Loan File (C.3.11.1).

C.3.6.4 Upon receipt of the written approval from ODMPED, the Contractor shall prepare, present, and finalize loan documents including the commitment letter, loan agreement, note, and the deed of trust and security agreements with the Borrower.

C.3.6.4.1. ODMPED will provide the Contractor with templates of all loan documents. Upon request, ODMPED will consider using loan document templates used by the Contractor so long as, these documents are deemed legally sufficient by the Office of the Attorney General. Alternatively, the Contractor and the District may create a mutually acceptable and legally sufficient set of loan documents that shall be used for the LAPD program.

C.3.6.5 The Contractor shall coordinate and schedule loan closings for ODMPED and Borrowers. A representative from ODMPED must be attendance at the loan closing and closing shall be scheduled to accommodate this requirement. A minimum of one week advanced notice is required in order to process funding requests and obtain official checks. LAPD Funds for approved loans will not be transferred to the Contractor at any time.

C.3.6.7. The Contractor shall provide the COTR with one copy of the draft loan documents at least 3 business days prior to closing for review. The COTR shall notify the Contractor of any comments or edits as soon as possible after receiving the documents

C.3.6.7.1 Original copy of the executed loan documents shall be retained by the Contractor in the Borrower's paper file until the contract close out (C.3.11.2). ODMPED reserves the right to require that the original loan documents be returned to the District at any time.

- C.3.6.8 ODMPED may conduct an independent review and evaluation of all loan applications received under the LAPD and discuss alternative recommendations with the Contractor, as needed.

C.3.7 Matching Loans

- C.3.7.1 ODMPED is seeking to maximize the impact of the LAPD by leveraging resources. Offerors responding to this solicitation are required to offer separate, Matching Loans to Borrowers. The Offeror's Matching Loan Proposal is an evaluation criteria for this solicitation. The District's LAPD loan is fee free and interest free and the Offeror's Matching Loan Proposal will be evaluated in this context .
- C.3.7.1.1 Contractor is expected to offer a separate, Matching Loan in an amount equal to the LAPD loan. At least 33.3% (1/3) of total Borrower's request shall be funded through the LAPD. Only Applications received and reviewed through the LAPD RFA may be considered for LAPD loans and Matching Loans.
- C.3.7.2 Offerors are required to submit a Matching Loan Proposal in the response to this solicitation (L.22.1.3.2.1.c). The proposal shall include the requirements, terms, and conditions of the loan including the following: loan limits, loan to value ratio, proposed interest rate spread, proposed fees, repayment terms, and security .
- C.3.7.3 The Contractors may stipulate additional terms, requirements , or criteria for the Matching Loan so long as they do not conflict with nor adversely affect the LAPD requirements and terms outlined in Section C.3., attachment J.1.2.
- C.3.7.4 If ODMPED elects not to accept the Contractor's recommendation for funding an LAPD Loan Applicant, then the Contractor may independently fund that project; however, the Contractor's loan would not be considered a Matching Loan and therefore, would not fulfill the Contractor's obligation to provide Matching Loan under the terms of this solicitation.
- C.3.7.5 The LAPD Loan and the Contractor's Matching Loan are two separate and distinct financial transactions.

C.3.8 Monitor LAPD Loans

- C.3.8.1 The Contractor s shall request and receive Quarterly Project Progress Reports from Borrowers. The format and specific content requirements of the Quarterly Project Progress Reports shall be determined jointly by the Contractor and the COTR.
- C.3.8.2 The Contractor shall review and approve Quarterly Project Progress Reports to ensure compliance with LAPD rules and guidelines and its approved activities, budget and schedule. The District reserves the right to request copies of the Borrower's Quarterly Project Progress Reports on an as needed basis.

- C.3.8.3 The Contractor shall identify any default/breach of the loan documents, and inform ODMPED of such default/breach in the Contractor's quarterly progress report (C.3.10.1). Events of default shall include, but not be limited to, a failure by Borrower to repay the loan when due, to meet the development schedule, to comply with applicable laws and to meet the conditions set forth in the loan documents.
- C.3.8.4 The Contractor shall continue to monitor each loan between the District and the Borrower until the loan is repaid. If the Contract ends before an LAPD loan is repaid, then the District will assume monitoring responsibilities after Contract end date.
- C.3.9 Coordinate the repayment of the LAPD loan between the District, the Borrower, and the 3rd Party Lender**
- C.3.9.1 The Contractor shall coordinate repayment of the LAPD Loan by acting as the intermediary between the District, the Borrower, and the 3rd Party Lender, or the financial institution that has committed to providing the Borrower with financing to complete the project.
- C.3.9.2 The Contractor shall notify ODMPED within 2 business days when the Borrower has obtained a letter of commitment from the 3rd Party Lender.
- C.3.9.3 The Contractor shall verify the amount and terms of the pending loan with the 3rd Party Lender to ensure that the LAPD loan can be repaid. Also the Contractor shall request and receive a loan closing schedule. The Contractor shall provide the COTR with verification of the Borrower's ability to repay the LAPD loan and the closing schedule in writing.
- C.3.9.5 The Contractor shall require that the total amount of the LAPD Loan is held in escrow by the 3rd Party Lender until closing and that the method of repayment is satisfactory to ODMPED.
- C.3.9.6 The Contractor shall not accept any LAPD Loan repayments from the Borrower or the 3rd Party Lender on behalf of the District.
- C.3.9.7 ODMPED will be responsible for marking the loan documents (deed of trusts and promissory notes) "satisfied and cancelled." The District of Columbia Office of the Attorney General shall be responsible for preparing and recording the releases under the District's portion of the loan repayment. Copies of the documents will be forwarded to the Contractor and the Borrower.
- C.3.9.8 The Contractor shall request, receive, and review a loan close out report from each Borrower. The format and specific content requirements of the loan close out report shall be developed jointly by the Contractor and the COTR. The Contractor shall attach loan close out report received to its Quarterly Report (C.3.10.2).
- C.3.10 Contractor Reporting**
- C.3.10.1 Quarterly Report: The Contractor shall prepare and submit a Quarterly Report beginning in the quarter in which the Contract is awarded. The Contractor shall use

the District's calendar with quarters ending on December 31, April 30, July 31, and September 30. The Quarterly Report is due 10 days after the last day of the quarter. The Contractor shall submit to the COTR one hard copy and one electronic copy of the report.

C.3.10.2 The COTR shall provide the Contractor with the Quarterly Report form at the Kick-Off meeting. A copy of each Loan Close Out Report received during the reporting quarter shall be attached to the Contractor's Quarterly Report (C.3.9.8).

C.3.10.3 **Fiscal End of Year Report:**
The Contractor shall prepare and submit an annual end of fiscal year report. The report is due 10 days after the end of the District's fiscal year on September 30th. The fiscal end of year report shall be submitted in lieu of a 4th quarter report. The Contractor shall submit to the COTR one hard copy and one electronic copy of the report.

C.3.11 Records

C.3.11.1 The Contractor shall maintain a paper LAPD Loan File for each Borrower which includes but not is limited to the following documents: the original Application, Application Summary and Recommendation Report, notification letter, written correspondence, original executed loan documents, and all required reports (if awarded).

C.3.11.2 In order to ensure confidentiality, the Contractor shall ensure that all paper and electronic LAPD Loan Files and documents related to the Contract are kept secured and are accessible only to authorized staff of the Contractor.

C.3.11.3 The Contractor shall close out and return original copies of all paper files (including the LAPD Loan File for each Borrower) to the COTR within 15 days of the Contract ending date.

C.3.11.4 The Contractor shall close out and return copies of all electronic files and documents to the COTR within 15 days of the Contract ending date.

C.3.12 Meetings

C.3.12.1 The Contractor shall coordinate meetings with the OMDPED on an as needed basis. Both OMDPED and the Contractor may request meetings.

C.3.12.2 The Contractor shall coordinate meetings with the Borrowers on an as needed basis. OMDPED and the COTR shall receive notice of the meeting date, time, location, and purpose. COTR will notify the Contractor if OMDPED will be participating in the meeting.

SECTION D: PACKAGING AND MARKING

The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November, 2004.

SECTION E: INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the resultant contract shall be governed by clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November, 2004.

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SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract shall be for a base period of one (1) year from date of award specified on the cover page of the contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of two (2) one year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be as specified in the contract.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

F.3 DELIVERABLES

No.	Deliverable Name	Quantity	Format	Due Date
1	Marketing Plan (C.3.2.2 - C.3.2.3)	2	Hard copy and electronic copy	5 days after Kick Off Meeting
2	List of Loan Requirements and Documents for the RFA (C.3.3.1)	2	Hard copy and electronic copy	At Kick Off Meeting (within 5 days of awarding the contract)
3	Comments on Draft NOFA Announcement and RFA Package (C.3.3.2)	2	Hard copy and electronic copy	5 days after receiving documents from the COTR
4	Application Review & Underwriting Procedure (C.3.4.1)	2	Hard copy and electronic copy	30 days after receiving the

No.	Deliverable Name	Quantity	Format	Due Date
				final NOFA, RFA from the District
5	Underwriting Summary and Recommendation Report (C.3.6.1)	2 per Loan	Hard copy and electronic copy	30 days after the receipt of an application
6	Draft Loan Documents (C.3.6.7)	1 per Loan	Hard copy	3 business days prior to Loan Closing
7	Contractor Quarterly Progress Report and Attachments (C.3.10.1)	2	Hard copy and electronic copy	10 days after the last day of each quarter
8	Contractor Fiscal End of Year Report (C.3.10.3)	2	Hard copy and electronic copy	10 days after the end of the Fiscal Year
9	Return of paper and electronic files, documents, and records related to the Contract (including LADP Loan File) (C.3.11)	1 per Loan	Hard copy and electronic copy (as applicable)	Within 15 days of the close of the Contract

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

F.4 NOTICE OF DISAPPROVAL

F.4.1 The COTR shall provide written notice of disapproval of a Deliverable to the Contractor within ten (10) business days of submission if it is disapproved.

F.4.2 The notice of disapproval shall state the reasons for disapproval as specifically as is reasonably necessary and the nature and extent of the corrections required for meeting the Contract requirements.

F.5 RESUBMISSION WITH CORRECTIONS

Within ten (10) business days after receipt of a notice of disapproval, the Contractor shall make the corrections and resubmit the Deliverable.

F.6 NOTICE OF APPROVAL/DISAPPROVAL OF RESUBMISSION

Within ten (10) business days following resubmission of any disapproved Deliverable, the Contracting Officer's Technical Representative (COTR) shall give written notice to the Contractor of ODMPED approval, conditional approval or disapproval.

F.7 FAILURE OF DISTRICT TO RESPOND TIMELY

In the event that the District's Contracting Officers Technical Representative (COTR) fails to respond to a Contractor's resubmission within the applicable time period, the Contractor shall notify the COTR in writing that it intends to delay implementation of the deliverable until the COTR responds in writing to the resubmission.

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Name: Cyril Byron, Associate Chief Financial Officer
Address: 941 North Capitol Street, NE, 9th Floor
Washington, DC 20002
Telephone: (202) 442-8683

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);
- G.2.2.2** Contract number and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- G.2.2.8** Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

G.3.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

G.4.1 ELECTRONIC PAYMENTS

The District reserves the option to make monthly payments to the Contractor by wire or NACHA transfer and shall provide the Contractor at least thirty (30) days notice prior to the effective date of any such change.

G.4.2 Where payments are made by electronic funds transfer, the District shall not assume responsibility for any error or delay in transfer nor indirect or consequential damages arising from the use of the electronic funds transfer process. Any changes or expenses imposed by the bank for transfers or related actions shall be borne by the Contractor.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____,
make payment of this invoice to _____
(name and address of assignee).

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is

made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

Name: Annie R. Watkins
Office of Contracting and Procurement
Address: 441 4th Street, NW, Room 700 S
Washington, DC 20001
Telephone: 202-727-5252

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.8.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- G.9.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Name: Geraldine Gardner
Title: Project Manager
Agency: Office of the Deputy Mayor for Planning and Economic Development
Address: 801 North Capitol Street, NW, Washington, DC 20002
Telephone: (202) 478-1338

- G.9.2** The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.
- G.9.3** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

- H.1.1.1** At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.
- H.1.2** The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103 Revision No. 2, dated 11/07/2006, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.2.6 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event,

the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.5.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 et seq. (“First Source Act”).

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.

H.5.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.5.5 With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:

- (a) Material supporting a good faith effort to comply;
- (b) Referrals provided by DOES and other referral sources;
- (c) Advertisement of job openings listed with DOES and other referral sources; and
- (d) Any documentation supporting the waiver request pursuant to section H.5.6.

H.5.6 The Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.5.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.5.8.

H.5.9 The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

H.6 PROTECTION OF PROPERTY:

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability.

See 42 U.S.C. §12101 et seq.

H.8 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. §794 et seq.

H.9 DISTRICT RESPONSIBILITIES

The Government of the District of Columbia, through the ODMPED, will provide:

H.9.1 Orientation for the Contractor relative to the terms of the contract and program mandates.

H.9.2 Continuous contract performance evaluations and program monitoring.

H.9.3 Conduct a timely review of all materials submitted to the COTR or ODMPED by the Contractor as required.

H.9.4 Submit to the Contractor notice of approval, disapproval, or resubmission of required deliverables on a timely basis.

H.9.5 Preparing any response or request for additional information or clarification from the Contractor as it pertains to the Contractor's compliance or noncompliance within ten (10) business days of submission of deliverables.

H.9.6 Monitor and evaluate Contractor compliance with the requirements of this Contract, and impose sanctions when necessary.

H.9.7 Provide copies of changes in applicable laws or policy on a timely basis.

H.9.8 Maintain adequate liaison and cooperation with the Contractor, including providing timely management decisions and approvals of forms and procedures to enable the Contractor to properly perform contractual duties.

H.9.9 Attend required meetings with the Contractor to discuss issues, changes, status of deliverables, and specific agenda items proposed by the District or the Contractor. The Contractor shall chair the meetings; however, the COTR shall retain the option to chair the meetings, as necessary.

H.9.10 Provide Contractor with accurate balances for the LAPD loan account on a monthly basis.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated November 2004 (“SCP”), are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

I.5.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless

- (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____

With _____ (Contractor's Name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.5.8 In addition to the rights loaned in Section I.5.6 above, the Contractor hereby loans to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy,

arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise loaned to the District under any patent.

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.6 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

I.8.1 Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverages prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

I.8.2 COMMERCIAL GENERAL LIABILITY INSURANCE

\$1,000,000 limits per occurrence, District added as an additional insured.

I.8.3 AUTOMOBILE LIABILITY INSURANCE

\$1,000,000 per occurrence combined single limit.

I.8.4 WORKER'S COMPENSATION INSURANCE

According to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit disease.

I.8.5 UMBRELLA/ EXCESS LIABILITY INSURANCE

\$5,000,000 limits per occurrence.

I.8.6 PROFESSIONAL LIABILITY INSURANCE

\$1,000,000 limits per claim (note: such insurance is typically called medical malpractice insurance for doctors, professional liability insurance for lawyers and nurses, and errors and omissions liability insurance for all other "professions" with a professional liability exposure).

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.2.2. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the SCP.

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Officer.

SECTION J: LIST OF ATTACHMENTS

J.1 ATTACHMENT

J.1.1 Terms and Conditions

J.1.2 Target Area Map

J.1.3 NIF Target Area Boundaries

J.2 INCORPORATED ATTACHMENTS (*The following forms, located at www.ocp.dc.gov shall be completed and incorporated with the offer.*)

J.2.1 LSDBE Certification Package

J.2.2 E.E.O. Information and Mayor's Order 85-85

J.2.3 Tax Certification Affidavit

J.2.4 First Source Employment Agreement

J.2.5 Cost/Price Data Package

J.2.6 Wage Determination No. 2005-2103, Revision No. 2, dated 11/07/2006

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

The offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

K.2 TYPE OF BUSINESS ORGANIZATION

K.2.1 The offeror, by checking the applicable box, represents that

(a) It operates as:

- ☐ a corporation incorporated under the laws of the State of: _____
- ☐ an individual,
- ☐ a partnership,
- ☐ a nonprofit organization, or
- ☐ a joint venture.

(b) If the offeror is a foreign entity, it operates as:

- ☐ an individual,
- ☐ a joint venture, or
- ☐ a corporation registered for business in _____
(Country)

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror _____ Date _____

Name _____ Title _____

Signature _____

Offeror ____has ____has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Offeror____has ____has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

K.4 BUY AMERICAN CERTIFICATION

The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____	EXCLUDED END PRODUCTS
_____	COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

- ☐ No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" will benefit from this contract.
- ☐ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the offeror is considered to be a certification by the signatory that:

- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:
 - (i) those prices
 - (ii) the intention to submit a contract, or
 - (iii) the methods or factors used to calculate the prices in the contract.
- 2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and
- 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory:
- 1) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the offeror's organization);

As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.2.3.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to award a single contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

The District may award contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors.

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and 10 copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCEB-2007-R-0008. NIF-Predevelopment and Project Loan Program."

L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.3.1 Proposal Submission

Proposals must be submitted no later than March 23, 2007 at 2:00 pm. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

L.3.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

L.3.3 Postmarks

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

L.3.4 Late Modifications

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L.3.5 Late Proposals

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than **15** days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than 15 days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, Office of Contracting and Procurement, Group V, 441 4th Street, NW, Washington, DC 20001, (202) 727-5252, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Office of Contracting and Procurement of

the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, Office of Contracting and Procurement, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.6.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.6.2 Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

L.7 PROPOSALS WITH OPTION YEARS

The offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include option year pricing.

L.8 PROPOSAL PROTESTS

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.9 SIGNING OF OFFERS

The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.10 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.11 RETENTION OF PROPOSALS

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

L.12 PROPOSAL COSTS

The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

L.14 CERTIFICATES OF INSURANCE

The Contractor shall submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of contract award to:

Annie R. Watkins
Contracting Officer
441 4th Street, NW, Washington, DC 20001
Annie.Watkins@dc.gov

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L.16 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.17.1 Name, address, telephone number and federal tax identification number of offeror;

L.17.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.17.3 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.18 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the

difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.19 STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.

L.19.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.19.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.19.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.19.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.19.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.19.6 Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.19.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

L.19.8 If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be nonresponsible.

L.20 EXAMINATION OF SOLICITATION

Offerors are expected to examine the Descriptions/Specifications/ Work Statement under Section C and all instructions and attachments in this solicitation. Failure to do so will be at the Offeror's risk.

L.21 GENERAL PROPOSAL SUBMISSION REQUIREMENTS

L.21.1 Offerors are directed to Sections M.1, Evaluation For Award, M.2, Technical Rating Scale, M.3, Evaluation Criteria, and M.4 Evaluation Standards, and M.5 Evaluation of Option Years and the interdependent relationship that exists between the Evaluation Factors described in Section M.5.3.1, the requirements described in Section C.3 of the solicitation and the instructions to Offerors that follow in Section L.21 and L.22.

L.21.2 Offerors shall prepare responses to fully address the Technical Proposal requirements as described below in Section L.22.1, and Price Proposal requirements as described in Section L.22.2.

L.21.3 The information requested in Section L.22 has been determined to be essential and will allow the District to assess the Offeror's knowledge, capabilities, and capacity to perform the requirements of the contract as described in Section C and in accordance with Sections M.1, M.2, M.3, M.4, and M.5 of the solicitation. The Offeror shall respond comprehensively to each evaluation factor by submitting the information as described below in Section L.22.

L.21.4 PROPOSAL FORMAT

The Offeror's proposal(s) shall be organized and presented in the two separate sections, Section I, Technical Proposal, and Section II, Price Proposal.

L.21.4.1 The Offeror shall prepare a cover letter for each section to accompany its Technical Proposal and Price Proposal response. The cover letter shall state the Offeror's address and phone number for a contact person, and a statement regarding acceptance of the anticipated contract provisions. The cover letter shall clearly identify the contract requirements that it is responding to (i.e. Section C.3). An authorized representative of the Offeror shall sign the letter.

L.21.4.2 Technical Proposal narratives shall not exceed twenty-five (25) pages. Attachments are not included in the page limits for the narrative (Section L.21.4.3 (g)). The Price Proposal narrative shall not exceed ten (10) pages. Each proposal shall be submitted in two (2) separate sections:

L.21.4.3 The narrative sections of each volume shall be formatted as follows:

- a. Typewritten (8.5' by 11' bond paper);
- b. Single spaced;
- c. One sided;
- d. Pages of each proposal volume shall be numbered and identified with the Offeror's name, RFA number, and date (Subsequent revisions, if any, shall be similarly identified to show revision number and date);
- e. One-inch (or greater) margins;
- f. Six lines (or less) per inch, the equivalent of 12 point font (or larger), charts and graphics may be no less than 10 point font;
- g. Attachments are not included in the page limits for the narrative and shall be attached as an Appendix to Volume I; and
- h. Proposal narratives shall be logically ordered and provide cross-references to the requirement being addressed and the Offeror's response(s).

L.22 PROPOSAL CONTENT AND ORGANIZATION

L.22.1 TECHNICAL PROPOSAL - VOLUME I

In addition to the cover letter (L.21.4.1), the Offeror's Technical Proposal shall contain a Table of Contents clearly stating the location of the required information discussed in L.22 and cross-references to the Offeror's technical proposal sections and the solicitation requirements as applicable. The Offeror's Technical Proposal shall include at a minimum the following:

L.22.1.3 TECHNICAL APPROACH

This factor considers the Technical Approach to be utilized by the Offeror to perform the requirements as described in Section C of this solicitation.

L.22.1.3.1 Project Understanding

L.22.1.3.1.1 Narratives

- a. The Offeror shall provide a narrative describing the Offeror's overall understanding of the LAPD and the District's requirements (C.3) and deliverables (F) of the contract. The narrative shall include a discussion of how the goals and objectives of the LAPD fund relate to the mission and goals of the Offeror's organization.
- b. The Offeror shall provide a narrative that discusses how the LAPD can assist non profit and LSDBE developers in producing affordable housing, mixed use projects and community facilities. The narrative should reflect the Offeror's understanding of the District's real estate market, development trends, and issues surrounding the production and preservation of affordable housing and community facilities ;

L.22.1.3.2 Service Description and Service Delivery Approach

L.22.1.3.2.1 Narratives

- a. The Offeror shall provide a detailed narrative of its approach to meeting the requirements outlined in Section C that demonstrates the Offeror's ability to provide the required services in Section C and deliverables in Section F.3. The Offeror should describe its approach to working with the District to meet the program goals .
- b. The Offeror shall describe its approach to developing the loan review and underwriting procedure for LAPD loans applications . Where applicable, the Offeror should reference typical review procedures or underwriting criteria already utilized by the Offeror for similar programs, best practices, or industry standards.
- c. The Offeror shall provide a draft and Marketing Plan (C.3.2.2) that includes the following: approach to marketing the LAPD and RFA; proposed methods, tools, and resources used to implement the Plan; target audiences for the marketing plan.

L.22.1.3.1.2 Attachments

The Offeror shall provide the following Attachments:

- a. Sample loan application
- b. Sample loan monitoring report
- c. Sample loan close out report
- d. Loan underwriting policies and procedures manual or similar document

L.22.1.3.3 Matching Funds

L.22.1.3.3.1 Narratives

- a. The Offeror shall provide a Matching Loan Proposal that describes the approach taken to providing matching loans to leverage the LAPD resources; and how that approach meets the objectives of the LAPD program and the Offeror's mission. At a minimum the narrative should include the following:
 1. Available resources for the required matching loans. The response should indicate the amount of funds currently available for matching loans and the funds needed to be raised to meet the requirement. If an Offeror is seeking funding from other sources, they must indicate the source, amount, and timeline for receipt.
 2. The interest rate spread for the matching loan. Describe the assumptions that used to arrive at this proposed spread, and the variables that would increase or decrease the spread.
 3. The fees associated with the matching loans, if proposing fees.
 4. The repayment terms for the loan.
 5. Security, loan to value to ratio, maximum loan amounts per type.

L.22.1.4 PAST PERFORMANCE AND PREVIOUS EXPERIENCE

L.22.1.4.1 Previous Experience

L.22.1.4.1.1 Narratives

- a. The Offeror shall describe its previous experience in managing a loan fund similar in size and scope of the requirements described in C.3. The narrative shall provide details of the Offeror's lessons learned and

resulting actions that led to improved and successfully completed contract requirements. The narrative shall also describe any challenges the Offeror faced in meeting the service delivery requirements and how the challenges were overcome.

- b. The Contractor shall describe its previous experience with underwriting, and servicing community development and/or affordable housing loans
- c. The Contractor shall describe its current system for tracking and monitoring current and outstanding loans
- d. The Contractor shall describe its current relationships with District of Columbia based nonprofit, developers, LSDBE developers, and community organizations.

L.22.1.4.1.2 Attachments

- a. Summary of the Offeror's aggregate loan portfolio including:
 - i. Total loans made (amount and number)
 - ii. Total loans repaid in full (amount and number)
 - iii. Total loans in default (amount and number)
 - iv. Loans currently outstanding – compliant/non-compliant
- b. Summary of the Offeror's affordable housing and community development loans closed within the past three years for projects located within the District of Columbia. The summary should be sorted by type of loan (e.g. land acquisition, predevelopment, and construction). Offerors with concerns about the release of proprietary information are encouraged to generalize or black out sensitive information in preparing their response. Summary should include the following information:
 - i. Borrower (Offeror may elect to remove the Borrower's Name)
 - ii. Project Location (Offeror may elect to remove street numbers)
 - iii. Loan terms - amount, repayment term and source, interest rate, interest payment terms, collateral/security
 - iv. Loan status – outstanding, repaid in full, written off, borrower compliant or non-compliant with loan terms, etc.
- c. *If applicable*: Offerors that are newly formed entities in the District of Columbia or Offerors that are based outside of the District of Columbia with significant previous experience in other jurisdictions may provide a summary of affordable housing and community development loans from those areas. The summary should respond to the items in L.22.1.4.1.2.b.i-iv above.

L.22.1.4.2 PAST PERFORMANCE

L.22.1.4.2.1 Attachments

The Offeror shall provide three (3) letters of reference from organizations and entities the Offeror has maintained relationships during the course of the delivery of services

similar in size and scope of the requirements described in C.3. Letters must be submitted on original letterhead and should be signed.

L.22.1.5 TECHNICAL EXPERTISE

L.22.1.5.1 Staffing

L.22.1.5.1.1 Narratives

- a. The Offeror shall provide a narrative to describe the Offeror's proposed staffing plan and staffing pattern to fulfill the required services described in Section C; and
- b. Discussion of the relevant experience of the Offeror's staff to demonstrate their capacity to meet the scope of services in Section C.

L.22.1.5.1.2 Attachments

The Offeror shall provide the following:

- a. Organizational Chart including the Offeror's staff to provide or contribute to the services to be provided under the contract.
- b. Resumes, certifications, and credentials for each of the Offeror's staff;
- c. Subcontractor agreements as applicable; and

L.22.2 PRICE PROPOSAL – VOLUME II

The Offeror's Technical Proposal shall be organized and presented in the following clearly marked separate sections.

L.22.2.1 Contract Pricing

Completed Sections B.3 of the Solicitation.

L.22.2.2 Contract Budget and Cost and Price Data

The Offeror may provide their total budget worksheets in whatever formats they believe will convey the data clearly, so long as the specified minimum level of detail in the Cost/Price Data in J.2.5 is met. This pro-forma contract budget will show the “total costs” that the Offeror anticipates incurring in the performance of the contract requirements.

L.22.2.3 Price Proposal Narrative

The Offeror shall provide a narrative of the Price Proposal to include at a minimum the following;

- i. Cost and price justifications to support the Contract Pricing provided in L.22.2.2 and Contract Budget information provided in L.22.2.3; and
- ii. Description and explanation in the event the Offeror currently operates a community development or affordable housing loan fund in the District and the budget price and costs are different than the Offeror’s current experience.

L.22.2.4 Cost/Price Data and Certification

The Contractor shall complete and provide the Cost/Price Data Certification provided in Attachment J.2.5.

L.24 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held March 13, 2007, 10:00 am at 441 4th Street, NW, Washington, DC, Room 700S . Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded. Impromptu questions will be permitted and spontaneous answers will be provided at the District’s discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the Department’s final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-bid conference in order to generate an official answer. Official answers will be provided in writing to all prospective offerors who are listed on the official offerors’ list as having received a copy of the solicitation. Answers will be posted on the OCP website at www.ocp.dcgov.org.

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; minor deficiencies which may be correctable..
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

For example, if a sub factor has a point evaluation of 0 to 5 points, and (using the Technical Rating Scale) the District evaluates as "good" the part of the proposal applicable to the sub factor, the score for the sub factor is 4.8 (4/5 of 6). The sub factor scores will be added together to determine the score for the factor level.

M.3 EVALUATION STANDARDS

The objective of the source selection process is to identify and select the Offeror that has successfully demonstrated the ability to successfully meet the District's needs in the manner most advantageous to the District, all factors considered.

M.3.1 The technical evaluation criteria set forth below have been developed by agency technical personnel and have been tailored to the requirements of this particular solicitation. The Contractor is informed that these criteria will serve as the standard against which all applications will be evaluated and serve to establish the evaluation criteria including the evaluation factors and significant sub factors which the Contractor should specifically address in complying with the requirements of the solicitation as described in Section C and instructions and notices to Offerors described in Section L.

M.3.2 The Contractor shall respond to each factor and significant sub factor in a way that will allow the District to evaluate the Contractor's response. The scoring for each evaluation factor will be based on the District's determination of the degree to which the Offeror satisfies the requirements within the evaluation factor and significant sub factors. Deficiencies and weaknesses identified in the proposal as well as the District's risk will also be considered. The evaluation factors and significant sub factors, point value and relative importance follows.

M. 4 EVALUATION CRITERIA

Proposals will be evaluated based on the following technical evaluation factors :

TECHNICAL EVALUATION FACTORS 0 – 80 POINTS		
EVALUATION FACTOR/ SIGNIFICANT SUBFACTOR	POINT VALUE	
Technical Approach	0 – 40	
Project Understanding	0 – 10	
Service Description and Service Delivery	0 – 15	
Matching Funds	0- 10	
Solicitation and Marketing Plan	0 - 5	
Past Performance/ Previous Experience	0 - 20	
Previous Experience	0 – 10	
Past Performance	0 - 10	
Technical Expertise	0 – 20	
Staff Experience	0 – 10	
Staffing Plan	0 – 10	
Price	0 – 20	

M.4 EVALUATION STANDARDS

M.4.1 TECHNICAL PROPOSAL

M.4.1.1 Technical Approach (L.22.13)

M.4.1.1.1 Description

The information contained in this section will facilitate the evaluation of the Offeror's technical approach to managing the LAPD loan fund, including all of the services and deliverables outlined in Section C. This factor will examine the Offeror's proposed technical plan including the offeror's service description, service delivery, and understanding of the requirements to perform the services required. This factor will

evaluate the Offeror's knowledge of the District real estate environment and development context for affordable housing, mixed use, and community facility projects; and how the LAPD can assist non profit developers in reacting to the market. In addition, the actor will examine the Offeror's application of recognized industry standards and best practice models for effective delivery of services. The relationship of the Offeror to District development actors and community relationships will be reviewed. Finally it will evaluate the Offeror's draft Solicitation and Marketing Plan and Matching Fund Proposal.

M.4.1.2 Past Performance/Previous Experience (L.22.1.4)

M.4.1.2.1 Description

The information in this section shall facilitate the evaluation of the Offeror's Past Performance and Previous Experience in managing a loan fund of similar scope and size; and experience in soliciting, reviewing, and monitoring community development and affordable housing loans. This factor will examine the quality of services provided, timeliness of service delivery, quality of services provided, business practices, and overall satisfaction of the Offeror's performance.

M.4.1.3 Technical Expertise (L.22.1.5)

M.4.1.3.1 Description

The information requested in this section shall facilitate evaluation of the Offeror's Technical Expertise to provide and administer the LAPD loan fund as the requirements described in C.3. This factor encompasses all components of the Offeror's organization, staff, and staff experience.

M.4.2 COST/PRICE PROPOSAL

- a. Price evaluations will account for up to 20 points of the total score. Unlike the technical evaluation, the price evaluation will be more objective. Hence, the Offeror with the lowest price will receive the maximum points. All other applications will receive a proportionately lower total score.
- b. Actual points assigned to each Offeror in this category will be based on the Offeror's total price and will be computed in accordance with the following formula.

Lowest Price Proposal x (20) Weight = Evaluated

Price of Proposal

Price Score

Being Evaluated

M.5 EVALUATION OF OPTION YEARS

The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

M.7 EVALUATION OF PROMPT PAYMENT DISCOUNT

- M.7.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.
- M.7.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.